

General clauses

Transactions for the supply of Hrastnik1860 products (Products) shall be exclusively governed by these General Conditions of Sale (GCSs). These GCSs are deemed read, understood, and unconditionally accepted by the Buyer upon the Buyer's reception of Hrastnik1860 order acknowledgment for the same, unless the Buyer has indicated in writing to Hrastnik1860 its rejection, whether in full or in part, where a formal and explicit waiver must be granted by Hrastnik1860.

By placing an order, the Buyer acknowledges their familiarity with and accepts Hrastnik1860 General Conditions of Sale.

Contractual relationship

Hrastnik1860 processes the order only after receiving a written order from the Buyer.

In case of an order received from the Buyer, this order will not be considered formally accepted by Hrastnik1860 until written acceptance is given. This acceptance (Order Acknowledgement) will constitute, in this case, the specific conditions.

No order may be canceled or changed for any reason whatsoever without written acceptance by Hrastnik1860.

Any conflicting terms subsequently appearing on the Buyer's documents or correspondence of any kind are hereby specifically excluded by the Buyer and Hrastnik1860.

In the event that a mold order is canceled or suspended, the expenses incurred by Hrastnik1860 will be charged to the Buyer.

Prices

The contract prices are those set forth in the Order Acknowledgement and are to be considered as being for Products delivered "ex-works" (EXW) Hrastnik1860 relevant manufacturing plant of the invoicing entity, according to Incoterms 2020, unless otherwise referred to in Hrastnik1860 order acknowledgment.

The prices shall only apply to the agreed quantity of pieces.

If offers are made in currencies other than Euros, Hrastnik1860 retains the right to modify prices to reflect exchange rate fluctuations, which occur up to the delivery date.

The agreed prices are based on the costs at the date of Hrastnik1860 offer or price list confirmation. In the event of changes to material and energy prices, costs of labor, freight charges, taxes, or other price-relevant costs, Hrastnik1860 reserves the right to increase prices for all Products not yet delivered. Hrastnik1860 shall inform the Buyer in writing of the intended price increase at least 14 days in advance. Price increases shall apply to all deliveries after the date of price increase.

Unless otherwise defined in the order acknowledgment, prices only include packaging and EXW delivery and do not include the cost of pallets. Pallets shall be charged to the Buyer at Hrastnik1860 deposit rate in force at the time of Products delivery. The price list also doesn't include taxes, carriage costs or applicable duties, fees, and levies imposed from time to time by any authority. Such items will be identified separately on the relevant Products invoice, unless otherwise agreed by Hrastnik1860.

Unless otherwise agreed in writing in advance, the Buyer must collect Products ready for shipment no later than 14 days after the end of production. If Products are not collected within the agreed period, Hrastnik1860 is entitled, at its own discretion, to invoice and store the Products for the Buyer or ship the Products to the Buyer, in each case with the Buyer being liable for payment of all storage and/or shipment costs.

Quality standards

Unless otherwise agreed in writing, the quality of the Products is exclusively determined by Hrastnik1860 quality specifications (quality standards) specified in Hrastnik1860 offer. These specifications are available to the Buyer on simple request.

Quantities ordered

For specific orders, and due to certain technical aspects of automatic glass manufacturing, Hrastnik1860 reserves the right to a tolerance between the quantities ordered and the quantities actually produced, provided that the difference does not exceed:

- +/- 30 % for a quantity up to 10,000 pieces,
- +/- 20 % for a quantity up to 20,000 pieces,
- +/- 15 % for a quantity up to 30,000 pieces,
- +/- 10 % for a quantity up to 60,000 pieces or more.

The Buyer shall be obliged to accept the payment of the excess and waive any claim for the shortage.

Cost of development

The parties agree on general development costs of all new Products based on project complexity (Development Fees), where the Buyer participates in the cost of development, including costs of technical drawing, technical construction of the Products and the molds, pilot mold and production mold development, and samplings.

Molds for bespoke Products of the Buyer remain the property of Hrastnik1860. Hrastnik1860 commits to produce the Products using this mold exclusively for the Buyer. The intellectual property of the Products is in the sole ownership of the Buyer.

For molds in the possession of Hrastnik1860, Hrastnik1860 shall provide timely information about the condition of the molds and/or potential damage to the molds to ensure normal production upon receipt of the order. The Buyer shall bear the cost of replacing the exhausted mold.

In the event that the cost of a mold purchased by Hrastnik1860 for a particular contract is not amortized prior to the expiration or termination of such contract, Hrastnik1860 shall invoice the Buyer for any unamortized costs.

In case the Buyer supplies the mold, it must be developed according to Hrastnik1860 technical specifications and delivered to Hrastnik1860 agreed production plant in perfect condition and with a full set of molds, at least 14 days prior to the start of production. In such a case, Hrastnik1860 shall run sample-batch production at the Buyer's cost to ensure the technical suitability of molds and the proper quality of the Products. Only after the approval of sample-batch production can serial production start.

Production and delivery dates

Unless otherwise explicitly agreed, dates of delivery shall be approximate dates (time of delivery is not of the essence). Hrastnik1860 informs the Buyer about the delivery date latest one month before exact production, with the possibility to move the delivery date for +/- 14 days. In exceptional cases, even this delivery date can be further changed.

The Buyer cannot claim an allowance or penalty due to production delay.

If the Buyer modifies an order, a new delivery date has to be agreed upon.

In the event the Buyer cancels the order later than 3 weeks from the given production date, Hrastnik1860 shall be entitled to charge the Buyer with incurred costs associated with adjustment in production.

Absent firm delivery dates or delays in delivery do not entitle the Buyer to refuse acceptance of the Products, terminate, cancel, or rescind the order, or to claim damages therefrom.

Hrastnik1860 may deliver Products by separate instalments. Hrastnik1860 shall be entitled to invoice the price for each instalment separately. In such cases, each instalment will be a separate agreement, and no cancellation or termination of any one agreement relating to an instalment will entitle the Buyer to repudiate or cancel any other agreement or instalment.

Payment terms and delay in payment

Unless otherwise agreed by the parties in writing, the payment deadline is a minimum of 14 days before production - Advanced payment. In case the Buyer does not submit a prepayment, Hrastnik1860 can decide to cease production until payment is received or produce (but not deliver) before payment is received.

The parties can also agree on payment per invoice. Unless the Buyer notifies Hrastnik1860 in writing of any query or objection within 8 days from the date of the invoice, such invoice shall be deemed to be correct in all respects. In such a case, payment terms applicable are 30 days net from the date of the invoice, unless stated otherwise in Hrastnik1860 order acknowledgment.

Products are to be paid for by bank transfer to Hrastnik1860 designated bank account. If payment is not received by the due date, Hrastnik1860 reserves the right to charge interest at the legal late payment interest rate according to Slovenian legislation, without prior notice to the Buyer, on any outstanding balance. Hrastnik1860 further reserves the right to suspend the manufacture and/or delivery of any outstanding order from the Buyer until it receives sufficient assurance of payment and of the Buyer's solvency, including, at Hrastnik1860 option, payment in advance.

Hrastnik1860 shall be entitled to appropriate any payment by the Buyer to any invoice issued by Hrastnik1860 by giving written notice to the Buyer.

Save as otherwise expressly provided in the Agreement or required by law, all payments to be made by the Buyer to Hrastnik1860 under the Agreement shall be made in full and without any set-off or any deduction or withholding, including on account of any counter-claim.

Force majeure

Strikes, lockouts, industrial disputes, whether internal or external to Hrastnik1860, acts of God, floods, lightning, earthquakes, storms, fires or other extreme weather conditions, war, riots, insurrection, civil commotion, acts or threats of terrorism, theft, malicious damage, transport disruptions or stoppages, shortage of raw materials or energy sources, breakdown or failure of plant machinery, significant accidents affecting subcontracted production, receivership or compulsory liquidation of subcontractors, accidents of any kind, governmental decisions affecting the manufacture or storage of Products and, in more general terms, any event unforeseeable at the time of order acknowledgment and outside the control of Hrastnik1860 which prevents the manufacture, shipment or delivery of Products to the Buyer shall constitute cases of force majeure which authorize Hrastnik1860 to either suspend or eliminate the corresponding quantities of Products from Buyer's confirmed order without any liability to the Buyer.

If a Force Majeure Event occurs, Hrastnik1860 shall, as soon as reasonably possible after becoming aware of the Force Majeure Event, give written notice to the Buyer that the Force Majeure Event has occurred; and use reasonable efforts, without being required to incur additional expenditure, to mitigate the effects of the Force Majeure Event.

If Hrastnik1860 is unable to deliver all or substantial part of the Products for a period of more than 3 months due to a Force Majeure Event which gives rise to relief from liability as defined above, Hrastnik1860 shall be entitled to terminate the Agreement by giving not less than 30 days written notice to that effect to the Buyer.

Warranty and liability

Limited warranty

Hrastnik1860 warrants only that the Products supplied hereunder will, at the time of delivery and for their specified usable life, conform to their current specifications, that Hrastnik1860 will transfer full ownership of the Products to the Buyer and that such Products will be delivered free from any legal burdens unknown to the Buyer. This warranty is subject to Buyer's prior notice that the Products are other than as warranted.

Hrastnik1860 shall not be liable for any loss (direct or indirect) incurred by the Buyer, or damage to Products due to the unsuitability of any buyer-packaging. In the event that Hrastnik1860 deems that any buyer-packaging is unsuitable or Hrastnik1860 is unable to use it, Hrastnik1860 shall notify the Buyer in writing as soon as reasonably practicable (i.e. Packaging-Failure-Notice: PFN). On receipt of PFN, Buyer shall resupply buyer-packaging within 7 days of receipt of PFN. In case Buyer does not resupply within this term, Hrastnik1860 shall pack the Products as it deems reasonably appropriate, which shall be accepted by the Buyer.

Limited remedies

Buyer's exclusive remedy and Hrastnik1860 sole responsibility for any claim of whatever nature arising out of the above warranty is expressly limited to either the replacement, within a reasonable time, of the Products shown to be other than as warranted or, at Hrastnik1860 option, financial reimbursement not to exceed the price effectively paid by the Buyer for the specific Products shown to be other than as warranted. Any such replacement or reimbursement is conditional on Buyer giving Hrastnik1860 notice that the Products are other than as warranted (e.g. in the event of packaging damage, quantity issues, or other obvious defect) within 8 (eight) business days from the receipt of goods, or in case of hidden defect within 8 (eight) business days of the same coming to the knowledge of the Buyer, and in any event no later than 6 months from the date of delivery. Failure by the Buyer to give this prior notice on time shall constitute Buyer's waiver of all claims hereunder with respect to such Products. If requested by Hrastnik1860, all unsold or unprocessed Products alleged by Buyer to be other than as warranted must be returned to Hrastnik1860, who will reimburse Buyer's reasonable return freight charges.

Hrastnik1860, at its sole discretion, will either collect any defective or damaged Products, or refund to the Buyer the cost of carriage on the return of any such defective or damaged Products, and will deliver any replacement Products to the Buyer at Hrastnik1860 own expense. Any Products which have been replaced will belong to Hrastnik1860.

In no event shall Hrastnik1860 be liable for any direct or indirect loss or damage or any other special, incidental, or consequential damages.

Hrastnik1860 shall not be liable for, and Buyer assumes all liability for, all personal injury and property damage connected with the handling, transportation or further manufacture, fabrication, assembly, or processing of the Products.

No employee, agent, and/or representative has the authority to make any representation, promise or agreement, except as stated herein.

Claim management

In case Buyer's claim is accepted by Hrastnik1860, the parties agree on claim resolution. After a claim resolution agreement is reached and the claim is resolved, Buyer shall submit a report with proof of actual costs to Hrastnik1860 within 30 days. If after this period, despite an additional written request from Hrastnik1860, Buyer still does not submit the report with actual costs within 7 days of Hrastnik1860 written request, the Buyer is deemed to have waived the claim.

Property provisions and risks transfer

The Products sold remain Hrastnik1860's property until full payment of the invoice by the Buyer.

In case of non-payment, Hrastnik1860 retains the right to take back the Products delivered in their original packaging without any legal procedures. All risks to which the Products are exposed shall pass to the Buyer upon delivery.

Intellectual property

The specific models that Hrastnik1860 produces for specific Buyer are considered to be the intellectual property of the Buyer. These models are produced and delivered under the sole responsibility of the Buyer. The Buyer is liable if the products ordered violate the intellectual property of third parties and releases Hrastnik1860 from all claims for damages arising from such violation.

All designs of products made by Hrastnik1860 shall remain the intellectual property of Hrastnik1860 and may not be imitated. The Buyer shall not have the right to order products according to Hrastnik1860 designs to be made by third parties.

The Buyer will not, without Hrastnik1860 prior consent, allow any trademarks of Hrastnik1860 or other words or marks applied to the products to be obliterated, obscured, or omitted nor add any additional marks or words. Use, reproduction or representation in whole or in part of these names, logos or distinctive signs on any support is formally prohibited except with Hrastnik1860 prior written agreement.

Any intellectual property rights contained in any drawing or design provided by the Buyer to Hrastnik1860 shall remain vested in the Buyer.

Use of IP for marketing

Buyer hereby grants Hrastnik1860 the right to use their name and/or logo and any public information about their purchase of Hrastnik1860 collection bottles for sales and marketing purposes, including but not limited to its website, social media and other promotional materials. Buyer also grants Hrastnik1860 a non-exclusive, worldwide, royalty-free right to use, reproduce, distribute and display images and videos of Hrastnik1860 bottles in promotional materials. Hrastnik1860 agrees to use such material for promotional purposes only and to notify the Buyer prior to publishing such content. By purchasing Hrastnik1860 collection bottles, Buyer agrees to these terms and confirms to have read and understood them.

Confidentiality

Studies, plans, technical drawings, designs, and documents handed over or sent by Hrastnik1860 or any other information in respect of Hrastnik1860 business are considered confidential information. Such information remains Hrastnik1860 property and may not be disclosed to third parties for any motive by the Buyer without Hrastnik1860 written authorization. This commitment applies during the contract period and at any time after its expiry or after the business relationship between the parties ends.

Cancellation

Hrastnik1860 reserves the right to cancel any accepted purchase order immediately in the event Buyer breaches one of their material obligations under said accepted purchase order and does not cure the same within thirty (30) calendar days after notice of such breach in written form, without prejudice to any damages that Hrastnik1860 could claim. Hrastnik1860 also reserves the right to immediately cancel any accepted purchase order should Buyer be subject to any of the following events: (i) cessation of trade, (ii) placement in receivership, (iii) entrance into liquidation, or (iv) inability to meet its financial obligations when due (the Cancelling Events), without any compensation to Buyer as a result of such cancellation and without prejudice to any damages that Hrastnik1860 could claim on the basis of such Cancelling Events.

In the event that the Buyer breaches any of these conditions, all invoices for Products supplied to the Buyer shall become due and payable immediately. Interest at the legal late payment interest rate, as stipulated by Slovene legislation, will accrue from the date of breach until the full settlement is received.

Contingencies

If, in the course of executing any confirmed order, Hrastnik1860 anticipates or experiences hardship or unfairness due to a change of circumstances such as, but not limited to, temporary restrictions or unreasonable cost increases of raw materials or energy supplies, Hrastnik1860 is entitled to use its best commercial endeavors to fairly modify such confirmed order to the extent strictly necessary to rectify such hardship or unfairness due to change of circumstances, while still substantially meeting Hrastnik1860 obligations and duties anticipated under such confirmed order.

Other general rules

No alteration to these conditions shall be binding on Hrastnik1860 unless agreed to in writing by authorized representatives of Hrastnik1860.

Any notice or other communication given under or in connection with any agreement by the parties shall be in writing, in the English language.

If any term of the GCSs is found by any court, body, or authority of competent jurisdiction to be illegal, void, or unenforceable, this shall not affect the remainder of the GCSs, which shall continue in full force and effect.

A waiver of any right, remedy, breach, or default shall only be valid if it is in writing and signed by the party giving it, and only in the circumstances and for the purpose for which it was given, and shall not constitute a waiver of any other right, remedy, breach, or default.

Buyer shall not be entitled to assign, transfer, charge, hold on trust for any person, or deal in any other manner with any of its rights under these GCSs or other agreements between the parties.

Hrastnik1860 shall be entitled to assign, transfer, charge, hold on trust for any person, and deal in any other manner with any of its rights under these GCSs or other agreements between the parties.

Applicable law – Competent jurisdiction

These General Conditions of Sale as well as the related transaction(s) between Hrastnik1860 and Buyer shall be governed by and construed in accordance with the laws of the country of Hrastnik1860 invoicing entity. Conflict of law rules as well as the application of the Convention of the United Nations on International Sales Contracts done in Vienna on the 11th of April 1980 are hereby specifically excluded. Exclusive jurisdiction is assigned to the competent court of the registered seat of Hrastnik1860 invoicing entity, where Buyer expressly agrees to elect domicile for the purpose of such related transaction(s) with Hrastnik1860.

If these General Conditions of Sale are translated into other languages, the translated text is only informative, and the English text prevails.

General conditions validity

These General Conditions of Sale apply as from June 15th, 2023.

Identity of Hrastnik1860

Steklarna Hrastnik d.o.o. is a company organized under the laws of Republic of Slovenia, with its registered office at Cesta 1. Maja 14, 1430 Hrastnik, Slovenia.

HRASTNIK1860

PURITY • PASSION • HEART

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